

TEMPORARY USE AGREEMENT

This Agreement made this 17 day of OCTOBER, 2012 between the State of New Hampshire, by and through the New Hampshire Department of Transportation ("State"), Bureau of Rail and Transit, PO Box 483, Concord, NH 03302-0483, hereinafter referred to as "Bureau" and Iron Horse Preservation Society, P. O. Box 2128 Reno, Nevada 89505, hereinafter referred to as "Permittee".

WHEREAS, the State is the owner of a railroad corridor in the Town of Salem, County of Rockingham, State of New Hampshire.

WHEREAS, the Permittee is desirous of obtaining permission to enter onto a portion of the State-owned Manchester to Lawrence railroad corridor to salvage the remaining rail materials and construct a trail for non-motorized transportation and public recreation from approximate Valuation Station 1836+70, Map V10/6 to approximate Valuation Station 1567+28.2, Map V10/1.), hereinafter referred to as the Project.

NOW THEREFORE, subject to and conditioned upon the performance by the Permittee of all the covenants set forth below, the Bureau grants to the Permittee, permission to enter onto the portion of the railroad corridor listed above to construct the Recreation Trail as described herein.

1. Construction

1.1 The Permittee agrees that it is liable for constructing said Recreational Trail to the plans and specifications as portrayed and described in "Town of Salem Bike-Ped Corridor Salvage Project Agreement with Iron Horse Preservation Society," dated October, 2012. The Permittee agrees that it is liable for the cost of all work performed on the Property and that any such work shall be performed according to the attached Prosecution of Work dated October 15, 2012, and at a time and under conditions acceptable to State. Such liability shall include the cost of all on-site inspectors or other representatives of the State, if such individuals are necessary in the sole judgment of the State. At no time shall any work interfere with the use of the Property by the State, its lessees or assigns. The Permittee is solely responsible for the presence of its equipment and personnel on the Property.

1.2 The Permittee is required to obtain before construction may begin and keep in force during construction, any and all other permissions and permits required for said Recreational Trail by federal, state, county, or town governments; and their agencies or boards; or any other political subdivision thereof. The issuance of this Temporary Use Agreement provides approval to construct the proposed Recreational Trail to the limits and as described in this Agreement. Any changes to the proposed work shall be submitted to the Bureau for review prior to construction of said changes.

1.3 The Contractor shall coordinate any and all work within the railroad corridor by contacting the Bureau at (603) 271-2468, and giving them a minimum of 48 hours advance notice prior to entering the railroad corridor.

1.4 The Permittee and their Contractor must abide by the attached Prosecution of Trail Work during all phases of the trail construction. Failure to do so will be considered an Event of Default under the terms of Section 7.

1.5 The Bureau and their agents will be inspecting the Construction throughout the duration of this Project. The Bureau will perform a final inspection of this project and will provide written notice to the Town of Salem once all work has been completed and found to be acceptable.

2. Indemnification and Insurance

2.1 The Permittee acknowledges that the facility is being requested for the Town of Salem's advantage and does not involve the State's performance of their duties to the public. The Permittee further acknowledges that the construction and use of the facility by the Permittee will expose the State to additional liability to which they would not otherwise be exposed. Accordingly, the Permittee agrees that the State shall not be liable for injury or death of the Permittee or agent of Permittee or for loss or destruction of or damage to any property of the Permittee or any agent of the Permittee while upon, or about, or in the use of the facility. The Permittee and its employees and agents agree to defend, indemnify, and hold harmless the State, its officers, agents and employees, from and against any and all losses suffered by the State, its successors and assigns, officers, agents and employees, from any and all claims, liabilities or penalties asserted against the State, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Permittee. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, persons accessing and using the railroad property to construct the Recreational Trail shall be deemed agents of the Permittee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement. In addition the Permittee shall pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additional insureds.

2.1.1 Commercial General Liability (to include contractual liability):
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

2.2 The Permittee shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

2.3 The Permittee shall maintain comprehensive automobile liability insurance or pooled risk management coverage covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage: \$500,000.00 combined single limit.

2.4 The Permittee agrees to obtain and keep in force for the term of this Temporary Use Agreement and any extensions, all of the insurance policies listed above.

2.5 The Permittee shall provide to the State and maintain in force a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Temporary Use Agreement between the State and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity by the State of New Hampshire.

3. Fees

3.1 In consideration of this Agreement, the Permittee shall pay to the State, a preparation fee of three hundred fifty (\$350.00) dollars and a fifty (\$50.00) dollar annual administrative fee due on the date first-written above.

4. Term

4.1 This Agreement shall be effective for a period of one (1) year from the date first-written above at which time it shall terminate, if not terminated sooner by paragraph 5 or paragraph 7. At the request of the Permittee, this Agreement may be extended for an additional one (1) year upon the approval by the State.

5. Termination

5.1 This Temporary Use Agreement shall terminate one year from the date first written above, unless the Bureau receives a request from the Permittee to extend the Agreement for another 12 months.

6. Bond

6.1 The Permittee shall post with the Bureau, proof of a Performance Bond for the total cost of the Construction Contract with the Town of Salem prior to the beginning any of the construction work. The Bond will be released 12 months after the Town receives written concurrence from the Bureau of Rail & Transit of the successful completion of all work on the project.

7. Default and Removal

7.1 Failure of the Contractor to abide by all construction requirements in this Agreement or comply with all of the above specified covenants shall result in the Bureau issuing a notice to the Permittee to suspend all construction work immediately until the Event of Default is resolved

7.2 The Bureau may revoke this Agreement for any reason at any time upon thirty (30) calendar days written notice to the Permittee, without compensation to the Permittee.

7.3 In the event of the Permittee's breach of any of the provisions of the Agreement, the State shall be compensated for its damages, including all consequential damages which arise out of the breach, and attorney's fees and costs incurred in connection with undertaking such an action.

8. Non-Assignment and Amendment

8.1 This Agreement may not be assigned or transferred. Until terminated, this Agreement shall inure to the sole benefit of and be binding upon the parties hereto.

8.2 This Agreement may be amended only by an instrument in writing, signed by the parties hereto, and only after approval of such amendment by the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

PERMITTEE

By: *Joe Hatrup*
JOE HATRUP, COO
Print Name and Title SECRETARY

Date: 10/17/2012

STATE OF Massachusetts
COUNTY OF Middlesex

On, 10/17/12, before the undersigned officer personally appeared Joseph Hatrup known to me (or satisfactorily proven) to be the secretary of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

10/17/2012
Date

Jose Benito Duffis
Notary Public
JOSE BENITO DUFFIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires August 1, 2014

STATE

By: *Patrick Herlihy*
Patrick Herlihy, Director
Division of Aeronautics, Rail & Transit
For Director of Administration, NHDOT

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on October 31, 20 12.

OFFICE OF THE ATTORNEY GENERAL
By: *Thomas J. McE...*
Assistant Attorney General

S:\RAIL\Property Management\Temp Use Agreements\2012\Iron Horse - Salem Trail.DOC

October 15, 2012

PROSECUTION OF TRAIL WORK ON NH DOT RAILROAD PROPERTY**DESCRIPTION OF WORK**

The work on this project to be completed by Iron Horse Preservation Society (the Permittee) entails the construction of a trail within the State of NH Manchester and Lawrence Railroad Corridor in Salem. As referenced in the "Town of Salem Bike-Ped Corridor Salvage Project Agreement with Iron Horse Preservation Society," dated October, 2012, the project will remove rail and ties along 2.8 miles of the Corridor and construct approximately 2.8 miles of finished trail.

The term "Trail" in this document shall mean any portion of the work required to construct a completed trail including regrading, embankment construction, drainage, ditching, surfacing, landscaping and all other trail related work. The Permittee will salvage the steel rail for use in a separate project. The Permittee will properly dispose of the ties in a facility for such purpose in Muncy, Pennsylvania. The Permittee will construct the 2.8 miles of trail with a 10-foot width having a 3.5-inch recycled asphalt surface. The Permittee will use a recycled asphalt source within the region. The Permittee will trim trees and branches, clean culverts and provide railings at drop-offs where warranted. The State of New Hampshire Bureau of Rail & Transit ("Bureau") must meet with the Permittee and their Contractor on site to discuss the planned work prior to the beginning of any construction work on the trail. The Permittee and their contractors and agents shall only perform their work within the Trail location and shall not access the rail corridor to construct the trail other than at legal public crossings, or as approved by the Bureau.

RAILROAD OWNER AND OPERATOR

The Contractor shall coordinate his/her work on this project with the State of New Hampshire Department of Transportation.

State of New Hampshire Department of Transportation (Railroad Owner)

Lawrence Keniston, PE

Bureau of Rail & Transit

PO Box 483

Concord, New Hampshire 03302

Tel. (603) 271-1668

WORK COORDINATION

All work performed by the Permittee on NH DOT Railroad property directly or indirectly affecting the Railroad Owner shall be coordinated with the State of New Hampshire Bureau of Rail & Transit. The Permittee shall furnish to the Bureau the name of a designated contact person responsible for handling this project. The Permittee must contact the Bureau a minimum of two (2) days before entering onto railroad property to perform work on the trail.

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The Contractor shall not modify the Railroad property in any way other than described in the project scope and as specified in this Prosecution of Work and authorized by the State of NH DOT Bureau of Rail & Transit. The Permittee and the Contractor must obtain the approval of the Bureau prior to making any changes to the approved trail specifications.

CONSTRUCTION REQUIREMENTS

Prior to beginning any work on the Project, the Permittee shall notify the Bureau (Tel. 271-1668) of their proposed schedule of work on the railroad corridor.

Specifically, the following shall apply:

1. The Contractor shall be responsible for contacting Dig Safe (1-888-344-7233) prior to beginning any excavation work on NH DOT Railroad property. There is an AT&T fiber optic cable buried all along this section of the railroad corridor (contact Mark Burkhardt at AT&T (203) 266-4372). The Contractor shall pay special attention to this fiber optic line. There is a Granite State Electric line. There is a Granite State Electric aerial power line in the Corridor (contact Kurt Demmer (978) 360-6740).
2. The Contractor shall submit a construction schedule to the Bureau of Rail & Transit prior to the Contractor beginning any work on the railroad corridor.
3. The specifications in this Prosecution of Trail Work supersede any conflicting specifications in the Trail Contract with the Town of Salem.
4. The Bureau will inspect the work throughout the project at their convenience until final completion and acceptance.
5. No work shall be performed within the State railroad corridor other than the track removal and the trail construction work. All materials, supplies, storage containers, office trailers, equipment and waste materials shall be stored and stockpiled off of NH DOT railroad property.
6. The Contractor shall remove the old rail and ties from the railroad corridor and must dispose of them off of State property.
7. All trees removed for the proposed trail construction shall be disposed of off of State property.
8. The Contractor shall ensure that all culverts within the work area are cleaned of debris to ensure they flow properly.
9. The Contractor shall install and maintain adequate siltation and erosion controls for the trail construction where required so that runoff and siltation do not flow into ditches or water bodies adjacent to the trail. If siltation or drainage problems occur, the Contractor will be responsible for cleaning up and stabilizing all disturbed areas to the satisfaction of the Bureau.
10. Recycled asphalt surface mix shall conform to Section 401 of the NHDOT 2010 Standard Specifications. The Contractor will provide the Bureau with a sample of the surfacing material and detailed information regarding the source and type of material. The Department will review the submittal and notify the Contractor if the material is approved or denied.
11. The Contractor shall leave their work in a stable condition at the end of every work day and over the weekends to ensure that runoff from the work does not cause siltation issues, especially during adverse weather events.
12. All areas disturbed by the Contractor that will not receive the trail surface material will be graded, seeded and covered with mulch.
13. The Contractor shall clean up their work area and return it to its original condition upon completion of their work, including all necessary seeding and ground restoration. The Contractor shall ensure that all ditches and culverts within the work area on the railroad corridor are left in a clean and operational condition after the trail work is complete.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Ins Svs USA IncCADOI0D08408 131 Mill Street Grass Valley CA 95945-4701	CONTACT NAME: PHONE (A/C No, Ext): (530) 273-7213 FAX (A/C No): (530) 273-8114 E-MAIL ADDRESS:														
INSURED Iron Horse Preservation Society P.O. Box 2128 Reno NV 89505- (775) 336-4496	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Essex Insurance Company</td><td>39020</td></tr><tr><td>INSURER B: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Essex Insurance Company	39020	INSURER B: Valley Forge Insurance Company	20508	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Cert ID 352263**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	3DK7059	5/19/2012	5/19/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC430705894	5/20/2012	5/20/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
Certificate holder is included as an additional insured as respects the general liability coverage per form MRGL0009-01 (0411) attached.

CERTIFICATE HOLDER**CANCELLATION**

Town of Salem, NH
Attn: Town Manager
33 Geresmonty Drive

Salem NH 03079

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peggy Henandry

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COMMERCIAL GENERAL LIABILITY
Policy Number: 3DK7059

ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

SCHEDULE

Person or Entity: Any person or organization to whom you are obligated by valid written contract to provide such coverage.

Additional Premium: \$ 500.00 (Check box if fully earned. ☒)

WHO IS AN INSURED is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.

IRON HORSE PRESERVATION SOCIETY, INC.**Business Entity Information**

Status:	Active	File Date:	8/12/2005
Type:	Domestic Non-Profit Corporation	Entity Number:	E0528362005-8
Qualifying State:	NV	List of Officers Due:	8/31/2013
Managed By:		Expiration Date:	
NV Business ID:	NV20051542325	Business License Exp:	

Registered Agent Information

Name:	ROBERTSON LAW FIRM, INC.	Address 1:	50 W LIBERTY ST STE 600
Address 2:		City:	RENO
State:	NV	Zip Code:	89501
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Officers☐ Include Inactive Officers

President - JAMES C HATTRUP			
Address 1:	P.O. BOX 2128	Address 2:	
City:	RENO	State:	NV
Zip Code:	89505	Country:	USA
Status:	Active	Email:	
Secretary - JOSEPH HATTRUP			
Address 1:	P.O. BOX 2128	Address 2:	
City:	RENO	State:	NV
Zip Code:	89505	Country:	USA
Status:	Active	Email:	
Director - RYAN HATTRUP			
Address 1:	P.O. BOX 2128	Address 2:	
City:	RENO	State:	NV
Zip Code:	89505	Country:	USA
Status:	Active	Email:	
Treasurer - SUSAN RAILTON			
Address 1:	P.O. BOX 2128	Address 2:	



DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Entity #
E0528362005-8
Document Number:
20050318951-54

Nonprofit Articles of Incorporation
(PURSUANT TO NRS 82)

Date Filed:
8/12/2005 2:00:32 PM
In the office of

Dean Heller

Important: Read attached instructions before completing form.

ABOVE SP

Dean Heller
Secretary of State

1. <u>Name of Corporation:</u>	Iron Horse Preservation Society, Inc.		
2. <u>Resident Agent Name and Street Address:</u> <small>Resident Agent must be a Nevada resident.</small>	Robertson Law Firm, Inc. Name 50 West Liberty Street, Suite 600 Reno NEVADA 89501 Physical Street Address City State Zip Code Additional Mailing Address City State Zip Code		
3. <u>Names, Addresses, Number of Board of Directors/Trustees:</u>	The names and addresses of the First Board of Directors/Trustees are as follows: 1. Joe Hattrup Name Post Office Box 2188 Reno NV 89505 Street Address City State Zip Code 2. Susan Railton Name Post Office Box 2188 Reno NV 89505 Street Address City State Zip Code 3. Ryan Hattrup Name 6155 Plumas Street, Suite 165 Reno NV 89509 Street Address City State Zip Code 4. _____ Name Street Address City State Zip Code		
4. <u>Purpose:</u>	The purpose of this Corporation shall be: Research, preserve, promote and enhance the heritage, historical value & importance of U.S. railroad indu		
5. <u>Names, Addresses and Signatures of Incorporators:</u> <small>At least one incorporator must be a Nevada resident.</small>	Joe Hattrup Name Post Office Box 2188 Reno NV 89505 Street Address City State Zip Code Signature: <i>[Signature]</i>		
6. <u>Certificate of Acceptance of Appointment of Resident Agent:</u>	I hereby accept appointment as Resident Agent for the above named corporation. <i>[Signature]</i> 8-12-05 Authorized Signature of R.A. or On Behalf of R.A. Company Date		

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form NRS 82 ARTICLES 2003
Revised on 4/2/04

IRON HORSE PRESERVATION SOCIETY, INC.
P.O. Box 2128, Reno, NV 89505

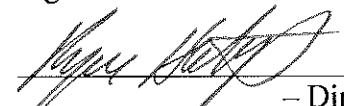
Consent of Directors to Action
In Lieu of Meeting

The undersigned, being all of the directors of Iron Horse Preservation, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A)(the "Corporation"), do hereby consent pursuant to New Hampshire RSA 293-A: 8.21, that the following actions be taken:

RESOLVED: That the Corporation is hereby authorized to enter into an Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit, specifically for Rails to Trails Development. Iron Horse Preservation Society, Inc. will remove all Railroad Materials in the corridor and leave a compacted Trail surface of reground asphalt per the Use Agreement.

FURTHER RESOLVED: To authorize Joseph K. Hattrup, duly elected Secretary to sign and execute on behalf of the corporation all documents necessary to effectuate said Agreement and to do any and all things, which in his discretion are necessary and proper in order to carry out the foregoing resolution.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.



- Director
Ryan Hattrup
DATED: October 26, 2012


- Director

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 10/27/12, before the undersigned officer personally appeared the persons identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Directors of the corporation identified in the foregoing certificate, and acknowledged that they executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

10/27/12
Date



Notary Public

James J Kendra
Notary Public, State of New Hampshire
My Commission Expires Apr. 28, 2015

State of New Hampshire

Filing fee: \$25.00
Use black print or type.
Leave 1" margins both sides.

Form FNP-1
RSA 292:5-b
& 293-A:15.03

APPLICATION FOR REGISTRATION OF A FOREIGN NONPROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF VOLUNTARY CORPORATIONS AND ASSOCIATIONS AND THE NEW HAMPSHIRE BUSINESS CORPORATIONS ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF REGISTRATION IN NEW HAMPSHIRE, AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is Iron Horse Preservation Society, Inc.

SECOND: It is incorporated under the laws of Nevada.

THIRD: The date of its incorporation is August 12, 2005 and the period of its duration is Perpetual.

FOURTH: The complete address (including zip code) of its principal office is 2971 Blue Grouse Drive
Reno, NV 89509

FIFTH: The name of its registered agent in New Hampshire is 0 New England Agents, Inc. and the complete address (including zip code) of its proposed registered office in New Hampshire is (agent's business address) 91A North State Street, Concord, NH 03301. (Note 1)

SIXTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire are: The purpose of our organization is to better preserve our railroad heritage and find better use for antiquated railroad track.


_____. (Note 2)

Form FNP-1
(cont.)

<u>Name</u>	<u>Office</u>	<u>Address</u>
<u>OFFICERS</u>		
<u>James C. Hattrup</u>	<u>President</u>	<u>PO Box 2128</u> <u>Reno, NV 89505</u>
<u>Joseph K. Hattrup</u>	<u>Secretary</u>	<u>PO Box 2128</u> <u>Reno, NV 89505</u>
<u>Susan D. Railton</u>	<u>Treasurer</u>	<u>PO Box 2128</u> <u>Reno, NV 89505</u>
<u> </u>	<u> </u>	<u> </u>

[illegible]

Iron Horse Preservation Society, Inc. (Note 3)

 (Note 4)

(Signature)

Susan Railton

(Print or type name)

Treasurer

(Title)

Date signed: _____ October 19, 2012

Notes: 1. New Hampshire law requires out-of-state nonprofit corporations to have a registered agent/registered office.

RSA 293-A:15.07 Registered Office and Registered Agent of Foreign Corporation.

Each foreign corporation authorized to transact business in this state shall continuously maintain in this state:

- (1) a registered office that may be the same as any of its places of business; and
 - (2) a registered agent, who may be:
 - (i) an individual who resides in this state and whose business office is identical with the registered office;
 - (ii) a domestic corporation or not-for-profit domestic corporation whose business office is identical with the registered office; or
 - (iii) a foreign corporation or foreign not-for-profit corporation authorized to transact business in this state whose business office is identical with the registered office.
2. This statement is not required by statute but may be helpful in determining the availability of the corporate name.
 3. Exact corporate name of corporation making the application.
 4. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or another officer; or see RSA 293-A:1.20(f) for alternative signatures.
 5. An **ORIGINAL** certificate of legal existence or good standing must accompany this application; photocopies or fax copies will not be accepted. The certificate must be duly authenticated within 60 days of the filing of this application by the proper officer of the state or country under the laws of which the corporation was organized.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee, DATED AND SIGNED ORIGINAL WITH ORIGINAL CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION (Note 5) to: Corporate Division, Department of State, 107 North Main Street, Concord, NH 03301-4989.

Net 15 Days

2971 Blue Grouse Dr
Reno, NV 89509

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